

**SCHEDULE OF VEHICLES**

Policy Number: 150230 - 150230 (KMA-09102-S00)

Name Insured: OKP(CNMI) Corporation

Vehicle No: 31 1992 Bobcat TS200 Tyre Roller

Engine No: 6BD1-717337

Class: Under 25 Included Insured Estimated Value: \$ 0.00

Vin No: TTS-11791

COVERAGE		LIMIT OF LIABILITY	PREMIUM
A. Bodily Injury	- Each Person/Each Accident	\$1,000,000.00 / \$2,000,000.00	\$520.00
B. Property Damage	- Each Accident	\$3,000,000.00	INCLUDED
C. Medical Payments	- Each Person	NOT COVERED	\$0.00
D. Comprehensive	- Deductible	NOT COVERED	\$0.00
E. Collision	- Deductible	NOT COVERED	\$0.00
Optional Coverage			
Uninsured Motorist	- Each Person/Each Accident	NOT COVERED	\$0.00
Passenger Risk	- Each Person/Each Accident	NOT COVERED	\$0.00
Typhoon	- Deductible	NOT COVERED	\$0.00
Personal Accident	- Each Person/Each Vehicle	NOT COVERED	\$0.00
Loss of Use		NOT COVERED	\$0.00

PREMIUM: \$520.00

Endorsement Form No CSL ENDT. Direct Action Endorsement-CNMI Exclusion of Certified Acts of Terr

Discount Applied:

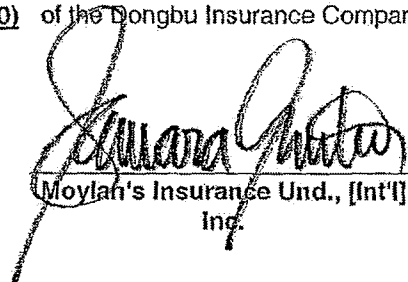
Loss Payee: None Stated

Total Policy Premium \$ 16,120.00

Attached to and forming part of Policy No. 150230 - 150230 (KMA-09102-S00) of the Dongbu Insurance Company Ltd.

Date Issued: 12/27/2005

By:

  
 Moylan's Insurance Und., [Int'l]  
 Inc.

000041

### EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This insurance does not apply to TERRORISM, including injury or damage arising, directly or indirectly, out of a "certified act of terrorism".

"Certified act of terrorism" means an act that is certified by the Secretary of Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism and Risk Insurance Act of 2002. The criteria contained in that Act for a "certified act of terrorism" includes the following:

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement fulfills the requirements of the U.S. Terrorism Risk Insurance Act of 2002.

Effective 12/15/2005

All other terms and conditions remain unaltered.

Attached to and forming part of Policy No. 150230 - 150230 (KMA-09102-S00)

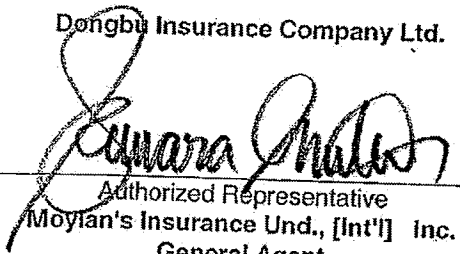
issued to OKP(CNMI) Corporation

effective DECEMBER 15, 2005

Dongbu Insurance Company Ltd.

Date: 12/27/2005

By: \_\_\_\_\_

  
Authorized Representative  
Moylan's Insurance Und., [Int'l] Inc.  
General Agent

000042

Name Insured: OKP(CNMI) Corporation

### DIRECT ACTION ENDORSEMENT

This policy is subject to the provisions of Public Law No. 14-39, amending the Direct Action Provision set forth in 4 CMC § 7502 (e), which is cited in full below:

(e) Liability Policy: Direct Action. On any policy of liability insurance the injured person or his or her heirs or representatives shall have a right of direct action against the insurer within the terms and limits of the policy, whether or not the policy of insurance sued upon was written or delivered in the Commonwealth, and whether or not the policy contains a provision forbidding the direct action; provided, that the cause of action arose in the Commonwealth and it has been determined that the insured cannot be personally served the summons and complaint and if by affidavit or otherwise the court is satisfied that with reasonable diligence, the defendant cannot be served. The action may be brought against the insurer alone, or against both the insured and insurer only if it has been determined that the insured cannot be personally served the summons and complaint and if by affidavit or otherwise the court is satisfied that with reasonable diligence, the defendant cannot be served, and that a cause of action arises against the party upon whom service is made, or he is a necessary and proper party to the action, the court may order that the insurer may be named in a direct action lawsuit.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinafter set forth.

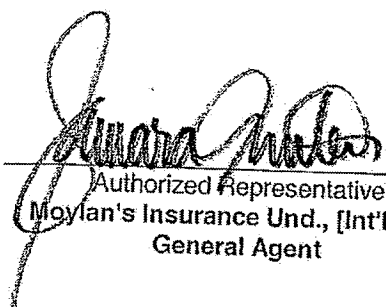
This endorsement is effective \_\_\_\_\_

Attached to and forming part of Policy No. 150230 - 150230 (KMA-09102-S00)  
of Dongbu Insurance Company Ltd.

Date Issued: 27-DEC-05

CLT 24856/COV 53/AGT 4/UND 85 /QTR

By: \_\_\_\_\_

  
Authorized Representative  
Moylan's Insurance Und., [Int'l] Inc.  
General Agent

KML1100R-CNMI

# **AUTOMOBILE POLICY**



## **Moylan's Insurance Underwriters, Inc.**

P.O. BOX 500658, SAIPAN, MP 96950  
TEL: (670) 234-6442/7185/6129/6571  
FAX: (670) 234-8641  
E-MAIL: saipan@moylans.net

General Agent for:



**Dongbu Insurance Co., Ltd.**  
**Seoul, Korea**

**PLEASE READ YOUR POLICY.** If incorrect return for immediate correction.  
Carefully note condition requiring immediate notice of every occurrence, claim or suit.  
**Loss, if any, please notify: Equitable Adjusting & Services at 234-6129**

000044



## Dongbu Insurance Co., Ltd.

(Herein called the Company)

Agrees with the insured, named in the declaration made a part hereof, in consideration of the payment of the premium and of the statements contained in the declarations and subject to the limits of liability, exclusions, conditions, and other terms of this policy:

### INSURING AGREEMENTS

**I. Coverage A. Bodily Injury Liability:** To indemnify the insured for all sums which he shall become legally obligated to pay as damages because of bodily injury, including death at any time resulting therefrom, sustained by any person, caused by accident and arising out of ownership, maintenance or use of the automobile.

The words "bodily injury", and the word "injury" when referring to bodily injury, shall be deemed to include "sickness or disease".

**Coverage B. Property Damage Liability:** To indemnify the insured for all sums which he shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of ownership, maintenance or use of the automobile.

**Coverage C. Medical Payments:** To pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing and funeral services, to or for each person who sustains bodily injury, sickness or disease, caused by accident, while in or upon, entering or alighting from the automobile if the automobile is being used by the named insured or with his permission.

**Coverage D. Comprehensive-Excluding Collision or Upset:** To pay for any direct and accidental loss of or damage to the automobile, herein after called loss, except loss caused by collision of the automobile with another object or by upset of the automobile or by collision of the automobile with a vehicle to which it is attached. Breakage of glass and loss caused by missiles, falling objects, falling aircraft or parts thereof, fire, theft, explosions, earthquake, windstorm, tornado, cyclone, typhoon, hail, water, flood, or vandalism shall not be deemed loss caused by collision or upset.

The amount deductible stated in item 3 of the declarations shall be deducted from each such loss.

**Coverage E. Collision or Upset:** To pay for direct and

accidental loss of or damage to the automobile, herein after called loss, caused by collision of the automobile with another object or by upset of the automobile.

The amount deductible stated in item 3 of the declarations shall be deducted from each such loss.

**II. Defense, Settlement, Supplementary Payments:** As respects the insurance afforded by the other terms of this policy under coverage A and B the Company shall:

- (a) defend in his name and behalf any suit against the insured alleging such injury or destruction and seeking damages on account thereof, even if such suit is groundless, false or fraudulent; but the Company may make such investigation, negotiation and settlement of any claim or suit as it deems expedient;
- (b) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, the cost of bail bonds required of the insured in the event of accident or traffic law violation during the policy period, not exceed the usual charges of surety companies nor \$100 per bail bond without any obligation to apply for or furnish any such bonds;
- (c) pay all expenses incurred by the Company, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical and surgical relief to others as shall be imperative at the time of the accident;
- (e) reimburse the insured for all reasonable expenses, other than loss of earnings, incurred at the Company's request.



The Company shall not be obligated under this insuring agreement to pay the costs of bonds or the expenses of investigation, settlement or defense arising out of any criminal action against the insured.

The amounts incurred under this insuring agreement, except settlements of claims and suits are payable by the Company in addition to the applicable limit of liability of this policy.

**III. Special Privilege for Immediate Repairs:** The named insured may authorize the repair of any automobile described in item 4 of the declarations necessitated by damage for which the company may be liable under any one or both of the coverages D and E, provided:

- (a) the estimated cost of repairs does not exceed one hundred and twenty five dollars (\$125.00);
- (b) the Company is furnished with a detailed estimate of the costs; and
- (c) the insured shall give the Company every assistance to see that such repair is necessary and the charge reasonable.

**IV. Definition of Insured:** With respect to the insurance for bodily injury, liability and for property damage liability the unqualified word "insured" includes the named insured and also includes any person while using the automobile and any person or organization legally responsible for the use thereof, provided the actual use of the automobile is by the named insured or with his permission. The insurance with respect to any person or organization other than the named insured does not apply:

- (a) to any person or organization or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station or public parking place, with respect to any accident arising out of the operation thereof;
- (b) to any employee with respect to injury to or sickness, disease or death of another employee of the same employer injured in the course of such employment in an accident arising out of the maintenance or use of the automobile in the business of such employer.

**V. Automobile Defined, Trailers, Two or More Automobiles, Including Automatic Insurance:**

- (a) **Automobile.** Except where stated to the contrary, the word "Automobile" means;

- (1) **Described Automobile** - the motor vehicle or trailer described in this policy;
- (2) **Utility Trailer** - under coverages A, B and C, a trailer not so described, if designed for use with a private passenger automobile if not being used with another type automobile and if not a home office, store, display or passenger trailer;
- (3) **Temporary Substitute Automobile** - under coverages A, B, and C, an automobile not owned by the named insured while temporarily used as the substitute for the described automobile while withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (4) **Newly Acquired Automobile** - an automobile, ownership of which is acquired by the named insured who is the owner of the described automobile, if the named insured notifies the Company within thirty days following the date of its delivery to him, and if either it replaces an automobile described in this policy or the Company insured all automobiles owned by the named insured at such delivery date; but the insurance with respect to the newly acquired automobile does not apply to any loss against which the named insured has other valid and collectible insurance. The named insured shall pay any additional premium required because of the application of the insurance to such newly acquired automobile;

The word "Automobile" also includes, under coverage D and E; its equipment and other equipment permanently attached thereto.

- (b) **Semitrailer.** The word "trailer" includes semitrailer.
- (c) **Two or More Automobiles.** When two or more automobiles are insured hereunder, the terms of his policy shall apply separately to each, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects limits of liability under coverages A and B and separate automobiles as respects limits under coverages D and E.

**VI. Use of Other Automobiles:** If the named insured is an individual who owns the automobile classified as "pleasure and business" or husband and wife either or both of whom own said automobile, such insurance as is afforded by this policy for bodily injury liability, for property damage liability and for medical payments with respect to said automobile applies with respect to any other automobile subject to the following provisions:

- (a) with respect to the insurance for bodily injury liability and for property damage liability the unqualified word "insured" includes (1) such named insured, (2) the spouse of such individual if a resident of the same household and (3) any other person or organization legally responsible for the use by such named insured or spouse of an automobile not owned or hired by such other person or organization. Insuring Agreement IV. Definition of Insured, does not apply to this insurance.
- (b) this insuring agreement does not apply:
  - (1) to any automobile owned by, hired as part of a frequent use of hired automobiles by, or furnished for regular use to the named insured or a member of his household other than a private chauffeur or domestic servant of the named insured or spouse;
  - (2) to any automobile while used in the business or occupation of the named insured or spouse except a private passenger automobile operated or occupied by such named insured, spouse, chauffeur or servant;
  - (3) to any accident arising out of the operation of an automobile repair shop, public garage, sales agency, service station or public parking place;
  - (4) under coverage C, unless the injury results from the operation of such other automobile by such named insured or spouse or on

behalf of either by such chauffeur or servant, or from the occupancy of said automobile by such named insured or spouse;

- (5) under coverage A, to injury to or death of any person who is a named insured.

**VII. General Average and Salvage Charges:** The Company with respect to such transportation insurance as is afforded by this policy, shall pay any general average and salvage charges for which the named insured becomes legally liable.

**VIII. Policy Period, Territory, Purposes of Use:** This policy applies only to accidents which occur, and to direct and accidental losses to the automobile which are sustained, during the policy period while the automobile is owned, maintained and used for the purposes stated as applicable thereto in the declarations and is (1) within the geographical area specified in item 7 of the declarations or (2) if the named insured's domicile on the effective date of the policy is outside the United States of America or the Dominion of Canada, while within the United States of America or the Dominion of Canada, for a period not exceeding thirty days during the policy period commencing with the date of arrival of the named insured or the automobile whichever shall occur first. In the event the insured has other insurance covering the same perils insured under this provisions, the insurance under this policy shall be excess insurance over any such other insurance and the limits of liability under this policy shall be reduced by an amount equal to the limits of liability afforded under such other policy.

**IX. Purposes of Use Defined:** (a) The term "pleasure and business" is defined as personal, pleasure, family and business use. (b) The term "commercial" is defined as the transportation or delivery of goods, merchandise or other materials, and uses incidental thereto, in direct connection with the named insured's business occupation as expressed in the declarations, including occasional use for personal, pleasure, family and other business purposes. (c) Use of the automobile for the purposes stated includes the loading and unloading thereof.

## EXCLUSIONS

This Policy Does Not Apply:

### I. Under any of the Coverages,

- (a) while the automobile is used as a public or livery conveyance, unless such use is speci-

cally declared and described in this policy and premium charged therefor;

- (b) to any accident or to any loss directly or indirectly arising from or occasioned by or in consequence of war, invasion, act of foreign

enemy, hostilities or warlike operations (whether war be declared or not), mutiny, civil war, rebellion, revolution, insurrection or military or usurped power.

- (c) while the automobile is used for commercial travelling, racing, pacemaking, speed-testing or the carriage of goods or samples in connection with any trade or business and use for any purpose in connection with the Motor Trade;
- (d) if the insured or any person authorized to drive the automobile does not hold a valid driver's license to drive the automobile;
- (e) to any claims or liability arising directly or indirectly from Nuclear Fission, Nuclear Fusion or Radioactive Contamination.

## II. Under Coverages D & E,

- (a) under coverages D and E only, to tires unless damaged by fire or stolen or unless such loss be coincident with other loss covered by this policy;
- (b) to any damage to the automobile which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other loss covered by this policy;
- (c) to robes, wearing apparel or personal effects,
- (d) to loss or damage due to confiscation, nationalization or requisition by or under the order of any government or public or local authority or to loss or damage which occurs subsequent to abandonment or to relinquishment of possession of the automobile, made necessary by order of such authority;
- (e) while the automobile is subject to any bailment lease, conditional sale, mortgage or other encumbrance not specifically declared and described in this policy;
- (f) under coverages D and E only, to loss or damage caused by riot, strike, riot attending a strike, or civil commotion;
- (g) under coverages D and E only, to loss or damage arising while the automobile is being

transported by water or is being loaded on, or unloaded from, any ship, lighter or connecting vessel. This exclusion shall not apply while the automobile is in transit (1) on inland waterways in the countries designated in item 7 of the declarations, or (2) by sea, on a voyage not exceeding 65 hours duration under normal conditions, between such countries in Europe and/or North Africa as may be designated in item 7 of the declarations.

## III. Under Coverage D,

- (a) to loss due to conversion, embezzlement or secretion by any person in lawful possession of the automobile under a bailment lease, conditional sale, mortgage or other encumbrance.

## IV. Under Coverage E,

- (a) to breakage of glass if insurance with respect to such breakage is otherwise afforded.

## V. Under Coverages A, B and C,

- (a) to liability assumed by the insured under any contract or agreement.

## VI. Under Coverages A and B,

- (a) while the automobile is used for the towing of any trailer owned or hired by the named insured and not covered by like insurance in the company, or while any trailer covered by this policy is used with any automobile owned or hired by the named insured and not covered by like insurance in the company.

## VII. Under Coverages A and C,

- (a) to bodily injury to or death of any employee of the insured while engaged in the employment, other than domestic, of the insured or in domestic employment if benefits therefore are either payable or required to be provided under any Workmen's Compensation law, plan or scheme.

## VIII. Under Coverage A,

- (a) to any obligation for which the insured or any company as his insurer may be held liable under any Workmen's Compensation law, plan or



scheme;

- (b) (1) to bodily injury to or death of any member of the insured's family residing with the insured;
- (2) to bodily injury to or death of the named insured.

#### IX. Under Coverage B,

- (a) to injury to or destruction of property owned by, rented to, in charge of or transported by the insured.

#### X. Under Coverage C,

- (a) to bodily injury to or death of any person if benefits therefore are payable under any Workmen's Compensation law, plan or scheme.

#### XI. Under Coverage C, D and E,

- (a) while the automobile used in any illicit trade or transportation.

### CONDITIONS

Condition 1 to 17 inclusive apply only to the coverage or coverages noted thereunder. Conditions 18 to 23 inclusive apply to all coverages.

#### 1. Named Insured's Duties when Loss Occurs - Coverages D and E: When loss occurs, the named insured shall:

- (a) protect the automobile, whether or not the loss is covered by this policy, and any further loss due to the named insured's failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the Company's request;
- (b) give notice thereof as soon as practicable to the Company or to any of its authorized representatives and also, in the event of theft, larceny, robbery or pilferage, to the police or if within a territory occupied by a military government, to the nearest office of such government but shall not, except at his own cost, offer to pay any reward for recovery of the automobile;
- (c) file proof of loss with the Company within sixty days after the occurrence of loss, unless such time is extended in writing by the company, in the form of a sworn statement of the named insured setting forth the interest of the named insured and all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss and the descriptions and amounts of all other insurance covering such property.

Upon the Company's request, the named insured shall exhibit the damaged property to the Company and submit to examinations under oath by anyone designated by the Company, subscribe the same and produce for the Company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate.

**2. Notice of Accident - Coverages A, B and C:** When an accident occurs written notice shall be given by or on behalf of the insured to the company or to any of its authorized representatives as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information regarding the time, place and circumstances of the accident, the names and addresses of the injured and of available witnesses.

**3. Notice of Claim of Suit - Coverages A and B:** If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.

**4. Limit of Liability; Settlement Options; No Abandonment - Coverages D and E:** The limit of the Company's liability for loss shall not exceed the actual cash value of the automobile, or, if the loss is of a part thereof, the actual cash value of such part at time of loss; nor what it would then cost to repair or replace the automobile or such part thereof with other of like kind and quality, with deduction for depreciation, nor the applicable limit of liability stated in the declarations.

The Company may pay for the loss in money or may repair or replace the automobile or such part thereof, as aforesaid, or may return any stolen property with payment for any resultant damage thereto, at any time before the loss is paid or the property is so replaced subject, however, to such deductions represented by the amount deductible stated in Item 3 of the declarations, if any, as may be applicable thereto, or may take all or such part of the automobile at the agreed or appraised value but there shall be no abandonment to the Company.

**5. Limits of Liability - Coverage A:** The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, including death at any time resulting therefrom, sustained by one person in any one accident; the limit of such liability stated in the declarations as applicable to "each accident" is, subject to the above provision respecting each person, the total limit of the Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident.

**6. Limits of Liability - Coverage B:** The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the Company's liability for all damages arising out of injury to or destruction of all property of one or more persons or organizations, including the loss of use thereof, as the result of any one accident.

**7. Limit of Liability - Coverage C:** The limit of liability for medical payment stated in the declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains bodily injury, including death resulting therefrom, in any one accident.

**8. Limits of Liability - Coverages A, B and C:** The inclusion herein of more than one insured shall not operate to increase the limits of the Company's liability.

**9. Assault and Battery - Coverages A and B:** Assault and battery shall be deemed an accident unless committed by or at the direction of the insured.

**10. Appraisal, Repair, Replacement - Coverages D and E:** If the named insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty days after receipt of proof of loss by the company, select a competent and disinterested appraiser and the appraisal shall be made at

a reasonable time and place. The appraisers shall first select a competent and disinterested umpire. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The named insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire.

The Company shall not be held to have waived any of its rights by any act relating to appraisal.

**11. Assistance and Cooperation of the Insured - Coverages A, B, C, D, and E:** The insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The insured shall not except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of accident.

**12. Medical Reports; Proof and Payment of Claim - Coverage C:** As soon as practicable the insured person or someone on his behalf shall give to the Company written proof of claim, under oath if required and shall, after each request from the Company execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often the Company may reasonably require.

The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the insured or, except hereunder, of the Company.

**13. Payment for Loss; Action Against the Company - Coverage D and E:** Payment for loss may not be required nor shall action lie against the Company unless, as a condition precedent thereto, the named insured shall have fully complied with all the terms of this policy, nor until thirty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

**14. Action Against the Company - Coverage A and B:** No action shall lie against the Company unless, as a condition precedent thereto, the insured shall have fully complied with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been